

FILED
APR 29 1960
Registration Section
DEPARTMENT OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

EXHIBIT C

REGISTRATION No. 596

TO REGISTRATION STATEMENTS

Under the Foreign Agents Registration Act of 1938, As Amended

Furnish this exhibit for each FOREIGN PRINCIPAL of the Registrant.

THIS EXHIBIT WILL NOT BE ACCEPTED FOR FILING UNLESS IT IS REASONABLY COMPLETE AND ACCURATE.

1. Name and address of Registrant. Amtorg Trading Corporation, 355 Lexington Avenue
New York 17, New York

2. (a) Name of Foreign Principal. Vsesojuznoe Objedinenie "Techmashimport"

(b) Principal address of Foreign Principal. 32/34 Smolenskaja Pl., Moscow, USSR

3. If the Foreign Principal is a foreign government, state the following:

*Branch or agency thereof represented
by Registrant*

*Name and title of official with
whom Registrant deals*

Not applicable

4. If the Foreign Principal is an individual (natural person), state -

(a) All present business and residence addresses not given under item 2(b). Not applicable

(b) Citizenship or nationality: Not applicable

(c) If an officer, employee, or agent of a foreign government, foreign political party, or any official or agency thereof, state -

*Name of such government,
political party, official, or
agency*

*Nature of Foreign Principal's
office, employment, or
agency*

*Nature of any subsidy
or other financial
arrangement*

Not applicable

5. If the Foreign Principal is not an individual (natural person) or a foreign government, state the following:

(a) Type of Foreign Principal's organization.

Committee _____ Voluntary group _____ Association _____

Partnership _____ Corporation _____ Foreign Political Party _____

Other (specify) Foreign Trade Organization of the USSR

(b) Date and place of organization. 1959. Moscow, USSR

(c) All partners, officers, directors, and similar officials of the Foreign Principal.

Name and address of official

Position, office or nature of duties

Vlas A. Klentsov
Boris M. Oleinik
Sergei S. Smirnov
Mikhail A. Chekmarev

President
Vice President
Vice President
Vice President

(d) List, if any, all of the Foreign Principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere.

*Name and address of branch, unit
group, or organization*

*Nature of connection with foreign
principal*

N o n e

(e) Branch or group, if any, represented by Registrant.

N o n e

6. If the Foreign Principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of supervision,
direction or control*

See answer to No. 5 above

7. If the Foreign Principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of such financing
or subsidization*

See answer to No. 5 above

8. If the Foreign Principal is not a foreign government, state nature of all its businesses, occupations or functions:

Foreign Trade Organization of the USSR engaged in the export and import of equipment for rubber, paper-cellulose, chemical, synthetic fibers, pharmaceutical industries, refrigeration and other kinds of equipment.

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DEPARTMENT OF JUSTICEA G R E E M E N T

This agreement concluded this 30th day of October, 1959, between VSESOJUZNOE OBJEDINENIE "TECHMASHIMPORT", organized and existing under the laws of the U.S.S.R., having its place of business in the city of Moscow, Smolenskaja Pl. No. 32/34 (hereinafter called "Objedinenie") on the one part, and AMTORG TRADING CORPORATION, organized and existing under the laws of the State of New York, having its place of business at 355 Lexington Avenue, New York 17, N.Y., in the person of its authorized representative, N.M. Klementjev, (hereinafter called "Amtorg"), on the other part.

W I T N E S S E T H

WHEREAS, the Objedinenie is engaged in importing goods from the USA into the USSR; and

WHEREAS, the Objedinenie does not have its own office in the USA and desires Amtorg to render the following specific services to the Objedinenie in the capacity of Agent; and

WHEREAS, Amtorg is ready to render such services to the Objedinenie, the parties hereto have agreed as follows:

1. Amtorg undertakes to render to the Objedinenie the following agency services:

a) to find Sellers of goods which the Objedinenie intends to purchase in the USA for the importation into the USSR;

b) to conduct preliminary negotiations with Sellers of goods for the Objedinenie regarding prices and terms of sale of specific shipments of commodities offered to the Objedinenie for purchase in the USA;

c) to conclude contracts with Sellers for the account and in the name of the Objedinenie for the delivery of goods to the Objedinenie in the USSR, only in the capacity of agent;

d) upon conclusion by the Objedinenie of a contract with a Seller, to render the Objedinenie various services necessary for the fulfillment of the contract, particularly, to attend to the inspection of the goods and, in necessary instances, issue inspection certificates, shipping instructions and to do all other things required to be done for the Objedinenie relating to the fulfillment of the contract, the necessity of which may arise in the process of such fulfillment;

e) to arrange, when necessary, for the transportation of goods purchased by the Objedinenie in the USA to the USSR, inland as well as overseas;

f) to send to the Objedinenie catalogs, pamphlets, price-lists and other such materials issued by firms and relating to

the equipment and commodities expected to be purchased by the Objedinenie.

2. For rendering the above services Amtorg undertakes to have the necessary staff of employees, including specialists for inspection and acceptance of the goods, and to have other facilities required for fulfillment of transactions which may be concluded between the Objedinenie and any persons, companies or corporations.

3. The Objedinenie undertakes to advise Amtorg on all contracts concluded by the Objedinenie, through the medium of Amtorg as Agent, and to pay agency commission to Amtorg for all such transactions.

4. As compensation for all services to be rendered by Amtorg to the Objedinenie under this Agreement, the Objedinenie agrees to pay Amtorg a commission of one percent (1%) of the invoice value of any goods purchased by the Objedinenie, as to which Amtorg renders its services as above enumerated.

Besides, the Objedinenie undertakes to reimburse Amtorg at the first request for all extra expenses incurred by it on behalf of the Objedinenie, specifically, traveling expenses, telegraph, cable and telephone expenses.

5. Amtorg shall submit Statements to the Objedinenie every three months showing all monies expended for the Objedinenie and due it under the terms of this Agreement, and the commission due Amtorg; the Objedinenie undertakes to reimburse Amtorg the amounts due to it, in accordance with the said Statements, within one month after receipt of such Statements for the preceeding three-month period.

6. This Agreement shall become effective as of October 30, 1959, and may be terminated by either party upon giving one month's notice.

7. All disputes arising out of or in connection with this Agreement shall be referred for arbitration to the Foreign Trade Arbitration Commission at the All-Union Chamber of Commerce in Moscow, in accordance with its rules.

The decisions of arbitration shall be final and binding upon both parties hereto.

Legal Addresses of the parties:

V/O "TECHMASHIMPORT", 32/34 Smolenskaja Pl., Moscow, USSR

AMTORG TRADING CORPORATION, 355 Lexington Ave., New York 17, N.Y.

Vice President of V/O "TECHMASHIMPORT"

/s/ S. Smirnov

Treasurer

/s/ A. Korshunov

Representative of
AMTORG TRADING CORPORATION

/s/ N. Klementjev

Sworn to before me
this 28th day of April, 1960

Isabel K. Nachman

I hereby certify that the above
is a true and correct translation
from the original Russian, to the
best of my knowledge.

A. Korostelev
A. Korostelev

ISABEL K. NACHMAN
Notary Public, State of New York
No. 31-8091500
Qualified in New York County
Cert. filed with New York Co. Reg. Off.
Commission expires March 30, 1962